



Section 8 Program

Owners Guidebook

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This Owner's Guidebook is designed to provide Property Owners and Managers with information about participating in the Section 8 Housing Choice Voucher Program.

If you have any questions, please contact the Section 8 Office at:

**Fayette County Housing Authority
Section 8 Department
624 Pittsburgh Road
Uniontown PA 15401
Email: section8@faycha.org**

**Janice Hunyady
Section 8 Coordinator
Phone: 724-434-2119
Fax: 724-434-2131**

**Craig Ainsley
Section 8 Housing Inspector
Phone: 724-434-2109**

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SECTION 1

OVERVIEW OF THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

Goal of the Section 8 Program

The Owner's Guidebook has been prepared in appreciation of your interest in participating in the Section 8 Housing Choice Voucher Program.

The Rules and Regulations for the Section 8 Program are determined by the U. S. Department of Housing and Urban Development (HUD). If you are a rental property owner or manager, this Guidebook will assist you in understanding how the Program works.

The success of the Program depends on the Fayette County Housing Authority being able to contract with property managers and owners who have decent, safe, and sanitary rental units. Many low-income families in your community rely on owners like you who are willing to participate in the Program.

In most communities, there is a shortage of decent and affordable housing. The subsidy that comes with the Section 8 Program helps families to rent in many different neighborhoods. Participant families include elderly persons, persons with disabilities, and working families who do not earn enough to keep pace with rising rental housing costs.

The Fayette County Housing Authority's goal is to provide excellent service to the families and owners participating in the Section 8 Program. The Housing Authority will make every effort to inform you of the Program Rules and to advise you of how these Rules affect you. Since Federal Regulations are not always easy to understand, it is very important to ask questions if you are not sure of something.

Since the Housing Authority may need to contact you from time to time, be sure that you provide a daytime phone number where you can be reached. After the initial lease-up period, most of your contact with the Housing Authority will be by mail.

Your cooperation is essential to the Housing Authority being able to serve you and any family you may select as a renter. Do not hesitate to contact a Housing Authority Representative if you have a question or problem that pertains to the Section 8 Program.

What is the Section 8 Program?

The Section 8 Housing Choice Voucher Program is a three-way partnership among the Fayette County Housing Authority, the Tenant, and you as the owner or landlord of the housing unit. The Fayette County Housing Authority (FCHA) Section 8 Program is a federally funded rental assistance program which allows income eligible households to rent housing on the private market. Households will pay approximately 30% of their income for rent and utilities and the FCHA will pay the remaining amount in accordance with program rules and regulations.

Why is Section 8 a good program for Landlords to get involved in?

Tenant rent is based on household income. Tenants can more easily afford their portion of the rent.

The FCHA portion of the rent is guaranteed for as long as the tenant occupies the unit and is eligible for the program.

The FCHA payment is made by direct deposit into the owner's bank account around the 5th of each month.

The landlord is encouraged to use his or her own lease.

When problems arise for the tenant; loss of job, decrease in income etc., the FCHA increases its portion of the rent to help the family get through the difficult times. Other unassisted families generally end up being evicted when these unexpected situations occur.

Tenants receiving rental assistance are more likely to take care of the rental unit and abide by the terms of the lease.

A Housing Inspector will inspect the unit biennially (every two (2) years) to assess the condition of the unit.

Landlords are permitted to do credit checks and check previous landlord history and do a thorough background check. The FCHA does credit and criminal checks on all applicants applying for the program.

The Section 8 Department will advertise your unit on the "available unit listing" . The Housing Authority will do a courtesy inspection of your unit, upon request.

How does the Section 8 process work?

There are 10 steps involved in the Section 8 process. The Owner does not become involved until step 4:

Step 1 Application

The applicant applies to the Housing Authority for assistance and is placed on the waiting list according to date and time of application as long as the applicant appears to meet the basic eligibility qualifications.

Step 2 Eligibility Determination/Issuance of Voucher

When the FCHA has vouchers available, it will select households from the waiting list and determine if they are eligible according to income requirements. The FCHA will verify the household income and household composition. If eligible, the applicant will attend a program briefing, be provided with a voucher and will be ready to begin their search for housing. Vouchers are issued based on the availability of funding.

Step 3 Housing Search

A family may decide to stay in its current unit if the Owner is willing to participate in the program and the unit meets the Housing Quality Standards or they may decide to look for other housing. The family is given 120 days to find suitable housing.

Step 4 Tenant Selection

When a voucher holder locates a unit and the Owner is willing to participate in the program, the family will complete any application paperwork required by the owner.

The FCHA does not screen voucher holders for their suitability as good tenants, other than doing the Credit and Criminal Checks, as stated above. Owners should do their own screening and follow the same non-discriminatory procedures they would for any non-assisted applicant applying to their property. The FCHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy. The FCHA will provide the prospective landlord with the tenant's current address and landlord and previous address and landlord (if known) and if requested.

Step 5 Request for Lease Approval

If the applicant meets the Owner's screening criteria, the owner and prospective tenant should complete and sign all forms that are part of the Request for Lease Approval Packet. If the Owner chooses to use their own lease, a copy of the lease needs to be returned to the Section 8 Office with this packet.

The Owner must supply the Section 8 Office with proof of Ownership. Proof of Ownership ... must be a copy of the recorded deed to the property. If the property is a Mobile Home, a copy of the title must be supplied. The Owner must also supply Proof of Paid Taxes (County, School, and Local).

The Owner or tenant can bring the Request for Lease Approval packet into the office for review and approval. The office will not accept or process an incomplete packet or a packet without proof of ownership.

Step 6 **Rent Reasonableness**

The FCHA will determine and document, on a case-by-case basis, that the rent is reasonable in comparison to rents for other comparable unassisted units in the rental market. The market areas for rent reasonableness are neighborhoods within the FCHA's jurisdiction. The FCHA maintains an automated database, which includes data on unassisted units for use by the Section 8 staff in making rent reasonableness determinations. The data is updated on a yearly basis.

The following items will be used for rent reasonableness documentation:

Location of the unit

Location Character

Is the property in downtown, urban area or in the city limits?

Is the property in a suburban area?

Is the property in a rural or farm area

Size

Number of bedrooms

Voucher size (based on the tenant's household composition)

Number of bathrooms

Type of Unit

Single

Duplex

Row or Town House

Low Rise Apartment (more than 2 units and 2 to 4 stories)

High Rise Apartment (5 or more stories)

Mobile Home

Quality and age of the unit

Is the unit above average, new or cosmetically improved?

Is the unit typical or average?

Is this an aging or below average unit?

Amenities

Washer/Dryer

Fireplace

Dishwasher (working in good condition)

Garage

Fenced Yard

Central Air Conditioning

Maintenance

Does the Landlord maintain the property?

Utilities

An allowance is given for each utility paid by the Owner.

Step 7 **Housing Authority Review and Rent Negotiation**

After the rent reasonableness/affordability test is completed, the FCHA will negotiate the rent with the Landlord, if warranted, and calculate the percentage of rent that the tenant will be required to pay. When a tenant first moves into a property, they cannot pay more than 40% of their income towards rent and utilities. If the contract rent amount is too high, the Landlord will be given the opportunity to agree to lower the contract rent. The Landlord will be required to sign a decrease rent agreement stating that they agree to accept the lower rent amount and not to accept any side payment from the tenant.

Step 8 **INSPIRE (National Standards for the Physical Inspection of Real Estate) Inspection**

Upon review and approval of the completed Request for Lease Approval Packet, the Housing Inspector will set up an inspection to ensure that the unit meets the NSPIRE Standards

(NSPIRE). The Owner and tenant are notified of any deficiencies found at the inspection. (An inspection book can be found at the back of this guide).

Step 9 **Contract and Lease Execution**

Once the unit passes the NSPIRE Inspection and the Housing Assistance Payment and tenant rent are calculated, the Owner will sign a Housing Assistance Payments Contract with the FCHA and a lease with the tenant.

Step 10 **Housing Assistance Payments**

After the tenant moves in and the contract is signed, Housing Assistance Payments to the Owner will begin. Payments are made by direct deposit around the 5th of each month. The Owner must provide the Section 8 Office with a voided check for the account where they wish to have the money deposited. If the account is a savings account, the landlord must provide the Section 8 Office with a letter from the Bank stating the routing number and the savings account number. The FCHA does not send out monthly statements showing the direct deposit.

SECTION 11

SUMMARY OF THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

The FCHA selects eligible families from the waiting list, determines their eligibility, and issues the family a Housing Choice Voucher.

The Voucher holder begins their search for housing.

There is Rent Reasonableness limitations on program rents.

The subsidy is limited to the lower of the bedroom size the family qualifies for or the actual size of the unit rented.

The utility allowance is calculated on the voucher size.

Owners use their own non-discriminatory criteria to select tenants. The FCHA does not screen the voucher holders for their suitability as good tenants. The FCHA does credit and criminal checks on all applicants applying for the program.

The FCHA ensures that units are decent, safe and sanitary by conducting initial and annual inspections of participating units.

- Owners may collect a security deposit equal to one month's contract rent. The tenant is responsible to pay the security deposit.

The FCHA and the Owner sign a Housing Assistance Payments Contract that guarantees a rental payment to the owner on behalf of the tenant as long as the tenant occupies the unit and remains eligible for the program and the unit meets HQS.

° The Owner's rent increases are limited by Rent Reasonableness.

The rent cannot increase during the first year of the lease. Rent increases are given at the Annual Recertification if within the rent reasonableness. The Owner (Landlord) must send to the FCHA a written request for a rent increase. The request must be received at the Housing Authority 60 days (preferably 90 days) prior to the Annual Recertification Date. If the Housing Authority does not receive the request at least 60 days prior to the Recertification, a rent increase will not be considered. The Owner (Landlord) must also notify the Tenant of a request for a rent increase.

*The cost of utilities is estimated using the FCHA's most recent Utility Allowance Schedule. This schedule is developed by an outside contractor using local rates and actual usage summaries and is based on the number of bedrooms in the unit, the type of building, and the type of utilities the household pays for (not including phone or cable).

SECTION 111

OWNER PARTICIPATION

An owner, who is interested in renting to households participating in the Section 8 Program, is encouraged to contact the FCHA and provide information on available units. Property listings

are maintained at the FCHA and prospective tenants are given the list. Vacancies will remain on the list until the owner calls the FCHA to say the unit is rented. Once removed, the owner must call to re-list the property.

Owners will be required to provide the FCHA with their current address, telephone number where they can be reached and their Social Security Number or Tax Identification Number.

Any changes in ownership or changes in address must be reported to the FCHA as soon as

possible to avoid delay in the release of the Housing Assistance Payment. The owner is also required to supply bank account information for the purpose of direct deposit.

The FCHA suggests that owners and property managers become familiar with Federal, State and Local Fair Housing Laws and Tenant/Owner laws to ensure that their screening criteria is not discriminatory. Federal Fair Housing Laws state that Owners/Managers must not discriminate based on race, color, creed, age, religion, sex, national or ethnic origin, familial status, marital status, handicap or disability or sexual orientation.

The FCHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the FCHA, The regulations define when the FCHA must disallow an owner participation in the program.

The FCHA will disapprove the owner for the following reasons:.....

HUD or other agency has informed the FCHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24. HUD has informed the FCHA that the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal Equal Opportunity requirements and such action is pending.

The owner has violated obligations under a Housing Assistance Payments Contract.

The owner has committed fraud, bribery or any other corrupt act in connection with any Federal Housing Program.

The owner has engaged in drug-related criminal activity or any violent criminal activity.

SECTION IV

LEASE-UP PROCESS

Request for Lease Approval

The Request for Lease Approval Packet should be completed by the owner and returned to the FCHA. These forms give the FCHA basic information on the unit such as type of unit, utilities and appliances that will be furnished, and the proposed rent.

Housing Quality Standards Inspection

An FCHA Inspector will inspect the unit using the Section 8 Housing Inspection Report (a copy is enclosed in this packet) to ensure that the unit is decent, safe and sanitary. Program standards require that the housing has adequate living space, adequate facilities and services, adequate light and ventilation and does not endanger the health and safety of the tenant. The brochure,

"A Good Place To Live", describes what the FCHA will be looking for during the inspection. This brochure is given to all new applicants and is available to owners upon request.

Property Owners are encouraged to be present during this inspection. If the property does not pass the inspection, the inspector will send the owner a letter listing the deficiencies and the owner will be given the opportunity to make the repairs. The owner must immediately contact the FCHA upon the completion of the repairs and a re-inspection will be done.

The unit must pass inspection before a Contract can be executed. The only exception to this rule is if the outside of the building needs work and, due to weather conditions, the work cannot be completed within the specified time frame.

Housing Assistance Payments Contract, Lease and Tenancy Addendum

The landlord is encouraged to use his or her own lease. The terms and conditions of the lease must be consistent with State and Local law. If the owner does not have a lease, a lease can be purchased at Office Supply Stores or the model lease supplied by the FCHA may be used (a copy is enclosed in this packet). You need to use the same lease for Section 8 tenants as you do for unassisted tenants.

The lease needs to be for a 1-year term. Tenants cannot move during the 1st year of the lease unless there is a mutual consent between the tenant and landlord.

An owner's lease must include the names of the owner and tenant; unit address; term of the lease and provisions for renewal; amount of the contract rent; specification of what utilities and appliances are to be supplied by the owner and the tenant. You may also want to list the household members; your policy regarding pets; amount of security deposit (cannot exceed 1 months contract rent); date the tenant's portion of the rent is due; late fee, if any etc.

Side payments for additional rent, additional utilities, items normally included in the rent of unassisted families and items not shown on the approved lease are strictly prohibited.

Owners and tenants may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and approved by the FCHA. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance, or other item. All separate agreements must be attached to the lease.

A Tenancy Addendum (a copy is enclosed in this packet) will be attached to the lease and the Contract (a copy is enclosed in this packet). The addendum outlines the owner and family responsibilities. HUD describes the terms of the Tenancy Addendum in accordance with Federal law and regulations. In case of any conflict between the provisions of the Tenancy Addendum and provisions of the Lease, the requirements of the Tenancy Addendum shall control.

Housing Assistance Payments

After the Contract is executed, the FCHA will make payments to the Owner by direct deposit for the FCHA's portion of the rent every month as long as the terms of the Contract are still in effect. (The tenant occupies the unit and is eligible for the program). The tenant will be responsible for paying their portion of the rental payment directly to the owner.

SECTION V

ONGOING ACTIVITIES

There are a few ongoing activities that will continue throughout the household's tenancy as an assisted tenant. These include annual reviews of the income on which the tenant's rent is based, biennial inspections of unit conditions and annual changes to payment amounts. Mid-year reviews and inspections may also be required.

Annual and Interim Recertifications

Participants in the Section 8 Voucher Program are expected to submit updated information on their household composition, income, assets and deductions on an annual basis to the FCHA. Participants are also required to report changes in income and family composition. Adding persons to the family composition is not automatic and participants must have pre-approval from the owner and the FCHA. Credit and criminal checks are done on all persons 18 and older being added to the family composition.

The FCHA will review and verify the information submitted and will compute a new Total Tenant Payment, Tenant Rent and Housing Assistance Payment. The owner and tenant will be notified in writing of the changes.

Biennial/Special Inspections and Rent Abatement

Inspections must be conducted on all units participating in the Section 8 Program biennially to ensure they meet the NSPIRE Standards. Every two (2) years, the FCHA will schedule an appointment with the tenant for the inspection. If the unit passes inspection, payments will continue. If the unit does not pass the inspection, a copy of the inspection report will be sent to the owner and tenant. The owner will have 30-days to correct the deficiencies. If any of the deficiencies are the tenant responsibility, the tenant will have 30-days to correct the deficiencies for which they are responsible.

If the repairs are not made within the allotted time, rent payments from the FCHA will be abated until the repairs are made and the FCHA has re-inspected and passed the unit. The tenant should continue to pay their portion of the rent during this time period. The landlord cannot hold the tenant responsible for any payment not made by the FCHA.

If payments are abated and then reinstated after the unit passes the inspection, owners must realize that the FCHA will not reimburse the owner for payments not made by the FCHA for the time the rent was abated.

If the repairs are not made within the specified time frame and rent is abated, the owner should contact the FCHA for an inspection as soon as the repairs have been completed. If the repairs are still not corrected within 30 days after rent abatement begins, the FCHA will terminate the Contract.

If the inspection determines that the tenant has failed to maintain the unit in a decent, safe and sanitary manner and has caused some or all of the repairs, the owner may make the repairs and bill the tenant, require the tenant to make the repairs or evict the tenant. If the owner's decision is to have the tenant make the repairs, the tenant will be given 30 days to bring the unit into compliance. If the unit is not brought into compliance, the FCHA will begin termination of assistance to the tenant. The landlord will not have the rent abated if the failure to maintain the unit is the fault of the tenant. The landlord cannot charge the tenant for items that are normal wear and tear.

If repairs are needed as a result of a special inspection, the owner and/or tenant will be given a time frame in which to complete the repairs. All parties will be notified and the conditions described above will apply.

Rent Adjustments

Under the Voucher Program, the owner may not increase the rent during the first year of the lease but may propose increasing it at recertification with 60 days notice to the tenant and the FCHA. The FCHA will approve the proposed rent only if it meets Rent Reasonableness requirements, the unit meets the Housing Quality Standards, and the owner is in compliance with the terms of the HAP Contract.

SECTION V

TERMINATIONS

There are several different kinds of terminations: Termination of Assistance by the FCHA, Termination of Tenancy by the tenant and Termination of Tenancy by the Owner.

Termination of Assistance by FCHA

The FCHA may be required to terminate the Contract if the tenant:

- commits serious and repeated violations of the lease (as long as the Landlord has enforced the Lease)
- commits fraud
- engages in drug-related or violent criminal activity
- owes money to the FCHA
- causes the unit to fail Housing Quality Standards
- is not paying for the utilities as set forth in the lease
- is no longer income eligible for the program; therefore, the tenant is paying the full Contract Rent

Termination of Tenancy by the Tenant

The tenant may not terminate tenancy during the first 12 months of the lease unless the owner provides written approval for an early lease termination or if the owner is not complying with the terms of the lease or contract. Thereafter, the tenant may terminate tenancy after providing the landlord with appropriate notice in accordance with the lease and providing the FCHA with 30 days notice. A landlord may not require more than 60 days notice, Notice must be given the 1st of the month ending the last day of the month.

Termination of Tenancy by Owner

The Lease, Tenancy Addendum and the Housing Assistance Payments Contract permit Termination of Tenancy by the Owner. Owners may terminate tenancy for serious or repeated violation of the terms and conditions of the lease, violation of Federal, State or Local law or other good cause.

An owner has the same rights for evicting assisted tenants as for private market tenants; however, owners must give the tenant a notice stating the reason for the eviction and provide a copy of the notice to the FCHA.

SECTION VII

SUMMARY OF RIGHTS AND RESPONSIBILITIES

Owner's Rights and Responsibilities

Screen families who apply to determine if they will be good renters. The PHA can supply you with the current and previous address and landlord information.

Comply with Fair Housing Laws and discriminate against no one.

Maintain the housing unit by making necessary repairs in a timely manner.

Comply with the terms of the Housing Assistance Payment Contract (HAP) with the Housing Authority.

Collect the rent due by the Tenant according to the terms of the Lease.

Enforce all terms of the Lease.

Collect a Security Deposit equal to one (1) month's Contract Rent, the Security Deposit is the responsibility of the Tenant.

Terminate the tenancy for:

Serious or repeated violation of the terms and conditions of the lease

Violation of Federal, State or Local law

Other good cause

Evict the family from the unit by instituting court action.

Increase the rent (providing the rent increase is not over the rent reasonableness amount) after the first year of the lease with 60 days notice to the tenant and the FCHA.

Keep the Unit in good condition.

Comply with Federal, State and Local regulations, and owner-tenant laws.

Allow inspections.

Correct any deficiencies as soon as they are discovered. The FCHA may abate payments or terminate the HAP Contract if deficiencies are not corrected

Re-negotiate the lease with the tenant and the FCHA prior to the lease expiration date.

Contact the FCHA and provide the FCHA with a written notice before initiating eviction proceedings.

Inform the FCHA immediately of any move-out of a tenant.

Tenant's Rights and Responsibilities

Provide the Housing Authority with complete and accurate information

Make the best effort to find a place to live that is suitable for them and qualifies for the Program.

Cooperate in attending all appointments scheduled by the Housing Authority.

Live in a decent, safe and sanitary unit. Take responsibility for the care of their Housing Unit.

Comply with the terms of their Lease with the Owner.

Comply with the Family Obligations of their Voucher.

Not be discriminated against by the Owner in the provision of services for any reason covered by Federal, State, or Local Fair Housing Laws.

Terminate the Lease after the 1st year according to the provisions of the Lease.

Report changes in income and changes in household composition .

Permit inspections.

Comply with the Lease and Tenancy Addendum.

Submit information on household composition, income, assets, and allowances annually.

Notify the Housing Authority and Owner of any intent to move.

Make utility payments for utilities not included in the rent.

FCHA's (Housing Agency's) Rights and Responsibilities

Review all applications to determine whether an applicant is eligible for the Program.

Explain all the Rules of the Program to families who qualify.

Issue the Voucher, and approve the Unit, the Owner, and the tenancy.

Make Housing Assistance Payments (HAP) to the Owner in a timely manner.

Ensure that both the family and the unit continue to qualify under the Program.

Provide families and owners with prompt, professional service.

Be notified by the owner when the tenant has moved from the unit in violation of the lease

Inspect the unit biannually and at other times as determined necessary, and at reasonable times with reasonable notice

Request any documentation and verification as determined necessary for the administration of the program

Receive repayment from the owner of any amounts paid to an owner, which are found not to be due to the Owner.

Terminate the Housing Assistance Payments Contract for any breach of the Contract by the Owner.

Terminate the tenant from the program in accordance with the law, HUD Regulations and Program Rules for any violation of family obligations.

Require the tenant to give proper notice before vacating the unit, according to the terms of the Lease.

Require the Tenant to be recertified annually.

Require the Owner to maintain the unit in decent, safe and sanitary condition.

Review family income, assets, allowances, and household composition annually.

Re-determine amounts of rent payable by the family and the amount of the HAP Payment to the owner, as a result of any adjustment.

SECTION VIII

QUESTIONS YOU MAY HAVE

What are the main benefits of the program to an owner?

Guaranteed payment of part of the rent each month

The tenant's rent is based on their income

Direct deposit of the HAP Payment

Decreased vacancy rates and delinquencies

Reduced turn overs and related expenses

How does the owner receive the full contract rent payment?

The owner receives the rent through the combination of Housing Assistance Payments from the FCHA and the rent paid directly by the tenant to the owner. Housing Assistance Payments make up the difference between the contract rent and the tenant portion of the rent.

Are an owner's rights and responsibilities changed by participation in the Section 8 Program?

The owner's rights and responsibilities are the same as those exercised in a normal tenant owner relationship. The owner contacts the tenant's previous landlords, selects the tenant and is responsible for managing and maintaining the unit. Tenants violating their lease are subject to corrective action by the owner through normal management and legal processes.

Can an owner's present tenant stay in place and still get assistance?

Yes. Current residents may receive assistance if the tenant has received a voucher from the FCHA and the dwelling is in good condition. The rent must meet the Rent Reasonableness requirements and affordability test.

What kind of housing is eligible?

Single family dwellings, duplexes, row units, apartments and mobile homes are eligible.

What rent can the owner charge?

The owner's rent must be comparable to rents for similar units in the neighborhood and must meet the Rent Reasonableness requirements and affordability test. (Refer to rent reasonableness)

If the owner's expenses increase, can the rent be increased?

Not during the first year of the lease. After the first year of the lease, the owner may adjust the contract rent with 60 days notice to the tenant and the FCHA providing the increase is within the Rent Reasonableness limitations and only at recertification.

Who are the tenants participating in the program?

Program participants include low-income families and individuals whose incomes do not exceed established limits.

Can I rent to a relative on the Section 8 Program?

The FCHA may not approve the unit if the owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the tenant household, unless the FCHA has determined that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

How much rent does the tenant pay?

The tenant's payment for rent and utilities may be at or above 30% of their income depending on whether the cost of the unit selected is above or below the standard established by the

FCHA. On initial occupancy, the tenant cannot pay more than 40% of their income. If the contract rent is too high and the tenant has to pay over 40% of their income, the landlord has to agree to lower the contract rent or the tenant must seek other housing.

What if the tenant moves and there are damages at the unit?

The FCHA is not responsible. The landlord can use the security deposit for the damages. If the damages are in excess of the security deposit, the landlord may collect the balance from the tenant. The owner must give the tenant a list of all items charged against the security deposit and the amount of each item. The owner must promptly refund the unused balance to the tenant.

How much paperwork is involved?

Very little paperwork is required of owners and the FCHA staff completes most of it. Once the Contract, Lease and Tenancy Addendum are signed, the owner will have no regular paperwork. Annual rent adjustments and re-inspections require minimal paperwork.

After the initial term of the lease, am I required to continue renting on the Section 8 Program?

No. After the initial term of the lease, the lease becomes month to month (unless the Landlord states otherwise), and you can give the tenant a 30-day notice to vacate. The notice must be given the 1st of the month ending the last day of the month.

Can a utility bill be split between 2 or more tenants?

No. If there is more than one tenant sharing a utility meter, the utility bill cannot be split and therefore, the owner must include this utility in the rent.

OWNER'S REQUEST FOR INFORMATION

Any Owner who contacts the Housing Authority to request information regarding a Voucher Holder will be given the family's current address, as shown in the Authority's Records, and the name and address, if known, of the landlord at the family's current and prior addresses. The Housing Authority will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The Housing Authority will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

The Housing Authority will give each family a statement of the policy on providing information to owners. The statement shall be included in the information packet that is given to the family selected to participate in the Program.

POLICY OF NONDISCRIMINATION:

The Fayette County Housing Authority is an equal opportunity employer and provides equal opportunity housing. We do not discriminate against any person because of race, color, creed, age, religion, sex, national or ethnic origin, familial or marital status, handicap or disability, or sexual orientation.

Attachments

SCREENING TENANTS

How can I (the Property Owner) screen Tenants without violating Fair Housing Laws? Under the Fair Housing Law, it is illegal to discriminate based on:

Race
Color
Creed
Age
Religion
Sex
National or Ethnic Origin
Familial Status
Marital Status
Handicap or Disability
Sexual Orientation

What Is Prohibited?

In the sale and Rental of Housing: No one may take any of the following actions based on the above listed criteria:

Refuse to rent or sell housing
Refuse to negotiate for housing
Make housing unavailable
Deny a dwelling
Set different terms, conditions or privileges for sale or rental of a dwelling
Provide different housing services or facilities
Falsely deny that housing is available for inspection, sale or rental
For profit, persuade owners to sell or rent (blockbusting) or
Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

What is allowable when screening Tenants? An owner has the right to screen prospective Tenants on the basis of their ability to pay rent and pay payment performance. It is important to develop a consistent application that applies to ALL Applicants - with or without a Voucher. An owner can check and refuse housing based on:

Credit History
History of prior evictions
History of paying rent and utility bills
Past damage done to rental units (visit the prospective Tenant's current unit)
History of noise and neighborhood disturbances
References from prior landlords
Prior drug-related or other criminal activity.

If requested, the Fayette County Housing Authority can give you the prospective tenant's current address, current landlord, prior address and prior landlord, if known.

CONFLICT OF INTEREST POLICY (PLEASE READ THOROUGHLY)

"Covered individual" means a person or entity who is a member of any of the following classes:

Any present or former member or officer of the Fayette County Housing Authority (except a Fayette County Housing Authority Commissioner who is a participant in the Program);

Any employee of the Fayette County Housing Authority, or any contractor, subcontractor or agent of the Fayette County Housing Authority, who formulates policy or who influences decisions with respect to the Program;

Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or

Any member of the Congress of the United States.

A covered individual may not have any direct or Indirect interest in the Housing Assistance Payments Contract or in any benefits or payments under the Contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

"Immediate family member" means the spouse, parent (including stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the Housing Assistance Payments Contract, or at any time during the Housing Assistance Payments contract term.

If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the Fayette County Housing Authority and the U.S. Department of Housing and Urban Development. The Conflict of Interest prohibition under this section may be waived by the U. S. Department of Housing and Urban Development Field Office for good cause.

No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the Housing Assistance Payments Contract or to any benefits, which may arise from it.

I/We hereby certify that I/We _____ do or _____do not have a relative who is an Employee or Member of the Board of Directors of the Fayette County Housing Authority.

If you have a relative who is an Employee or Board Member, please list name and position below.

Name of Relative _____

Position at the Fayette County Housing Authority _____

IF THERE ARE JOINT OWNERS, ALL OWNERS MUST SIGN

Printed Name of Landlord_____

Signature of Landlord_____

Signature of Landlord_____

Date_____

Request for Tenancy Approval

Housing Choice Voucher Program

U.S Department of Housing and

Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0169

exp. 04/30/2026

When the participant selects a unit, the owner of the unit completes this form to provide the PHA with information about the unit. The information is used to determine if the unit is eligible for rental assistance.

1.Name of Public Housing Agency (PHA)			2. Address of Unit (street address, unit #, city, state, zip code)		
3.Requested Lease Start Date	4.Number of Bedrooms	5.Year Constructed	6.Proposed Rent	7.Security Deposit Amt	8.Date Unit Available for Inspection

Structure Type	If this unit is subsidized, indicate type of subsidy:
Single Family Detached (one family under one roof)	<input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221(d)(3)(BMIR)
Semi-Detached (duplex, attached on one side)	<input type="checkbox"/> Tax Credit <input type="checkbox"/> HOME
Rowhouse/Townhouse (attached on two sides)	Section 236 (insured or uninsured)
Low-rise apartment building (4 stories or fewer)	Section 515 Rural Development
High-rise apartment building (5+ stories)	Other (Describe Other Subsidy, including any state or local subsidy) _____
Manufactured Home (mobile home)	

Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an "O". The tenant shall provide or pay for the utilities/appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type						Paid by
Heating	Natural gas	Bottled gas	Electric	Heat Pump	Oil	Other	
Cooking	Natural gas	Bottled gas	Electric			Other	
Water Heating	Natural gas	Bottled gas	Electric		Oil	Other	
Other Electric							
Water							
Sewer							
Trash Collection							
Air Conditioning							
Other (specify)							
Refrigerator							
Range/Microwave							

Provided by

Owner's Certifications

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978. The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.

The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

The PHA will arrange for inspection of the unit and will notify the owner and family if the unit is not approved.

OMB Burden Statement: The public reporting burden for this information collection is estimated to be 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Collection of information about the unit features, owner name, and tenant name is voluntary. The information sets provides the PHA with information required to approve tenancy. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice: The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by 24 CFR 982.302. The form provides the PHA with information required to approve tenancy. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Owner/Owner Representative Signature		Head of Household Signature	
Business Address		Present Address	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

Download the Free Assistance Estimator from www.happysoftware.com and let your computer do the calculations for you.

Enter Data

To clear all values, [click here](#).

Family Name	Jane Doe
Monthly Adjusted Income	\$800.00
Payment Standard	\$789.00
TTP	Estimate TTP \$240.00
Utility Allowance	\$200.00
Rent to Owner	\$575.00

Calculations

Gross Rent (Rent to Owner + Utility Allowance)	\$775.00
Actual Payment Standard (Lower of Payment Standard and Gross Rent)	\$775.00
Maximum Subsidy (Actual Payment Standard - TTP)	\$535.00
Gross Rent Less Maximum Subsidy (Gross Rent - Maximum Subsidy)	\$240.00
Gross Rent Less Contribution (Gross Rent - Gross Rent Less Maximum Subsidy)	\$535.00
Total Voucher Subsidy (Lower of Maximum Subsidy and Gross Rent Less Contribution)	\$535.00

Totals

HAP to Owner (Lower of Rent to Owner and Total Voucher Subsidy)	\$535.00
Family Rent to Owner (Rent to Owner - HAP to Owner)	\$40.00
UR to Tenant (Total Voucher Subsidy - HAP to Owner)	\$0.00
Total Family Contribution (Gross Rent Less Maximum Subsidy)	\$240.00
Percentage of Adjusted Income (Total Family Contribution ÷ Monthly Adjusted Income)	30%

Maximum Amounts

Maximum Family Contribution (Monthly Adjusted Income x .40)	NA
Maximum Rent to Owner	\$669.00

Housing Assistance Payments (HAP) Contract
Section 8 Tenant-Based Assistance Housing
Choice Voucher Program

OMB Approval No. 2577-0169
exp. 4/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is required to establish the terms between a private market owner and a PHA for participating in the program, including whether the tenant or owner pays for utilities and services. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 982.451. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA). The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

- Part A Contract information (fill-ins). See section by section instructions.
- Part B Body of contract Part
- C Tenancy addendum

Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word- for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract. To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following “special housing types” which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing;

- (2) congregate housing; (3) group home; (4) shared housing; and
- (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: “This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type).” However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2)

cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: Tenant

Enter full name of tenant.

Section 3. Contract Unit

Enter address of unit, including apartment number, if any.

Section 4. Household Members

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities

Section 5. Initial Lease Term

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

- Such shorter term would improve housing opportunities for the tenant, and
- Such shorter term is the prevailing local market practice.

Section 6. Initial Rent to Owner

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7. Housing Assistance Payment

Enter the initial amount of the monthly housing assistance payment.

Section 8. Utilities and Appliances.

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. Contents of Contract

This HAP contract has three parts: Part

A: Contract Information Part B: Body of

Contract Part C: Tenancy Addendum

2. Tenant

3. Contract Unit

4. Household

The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. Initial Lease Term

The initial lease term begins on (mm/dd/yyyy): _____

The initial lease term ends on (mm/dd/yyyy): _____

6. Initial Rent to Owner

The initial rent to owner is: \$ _____

During the initial lease term, the owner may not raise the rent to owner.

7. Initial Housing Assistance Payment

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is \$ _____ per month.

The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

The owner shall provide or pay for the utilities/appliances indicated below by an “O”. The tenant shall provide or pay for the utilities/appliances indicated below by a “T”. Unless otherwise specified below, the owner shall pay for all utilities and provide the refrigerator and range/microwave.

Item	Specify fuel type	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Other	
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottled gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	
Other Electric		
Water		
Sewer		
Trash Collection		
Air Conditioning		
Other (specify)		
Refrigerator		
Range/Microwave		

Signatures

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. § 287, 1001, 1010, 1012; U.S.C. § 3729, 3802).

Public Housing Agency

Owner

Print or Type Name of PHA

Print or Type Name of Owner

Signature

Signature

Print or Type Name and Title of Signatory

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

Mail payments to:

Name

Address (street, city, state, zip code)

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

Part B of HAP Contract: Body of Contract

Purpose

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

Lease of Contract Unit

- e. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- f. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- g. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- h. The owner certifies that:
 - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
 - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
 - (3) The lease is consistent with State and local law.
- i. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

Maintenance, Utilities, and Other Services

- j. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- k. The owner must provide all utilities needed to comply with the HQS.

- l. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.
- m. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- n. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- o. The PHA must notify the owner of any HQS defects shown by the inspection.
- p. The owner must provide all housing services as agreed to in the lease.

Term of HAP Contract

- q. Relation to lease term. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- r. When HAP contract terminates.
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

- (6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.
- (7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

Provision and Payment for Utilities and Appliances

- s. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- t. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- u. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

Rent to Owner: Reasonable Rent

- v. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- w. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
 - (1) The location, quality, size, unit type, and age of the contract unit; and
 - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- x. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- y. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

PHA Payment to Owner

- z. When paid
 - (1) During the term of the HAP contract, the PHA must make monthly housing assistance

payments to the owner on behalf of the family at the beginning of each month.

- (2) The PHA must pay housing assistance payments promptly when due to the owner.
- (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).
- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

aa. **Owner compliance with HAP contract** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

bb. Amount of PHA payment to owner

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

cc. **Application of payment** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

dd. Limit of PHA responsibility

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

ee. Overpayment to owner If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

Owner Certification

During the term of this contract, the owner certifies that:

- ff. The owner is maintaining the contract unit and premises in accordance with the HQS.
- gg. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- hh. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- ii. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- jj. The family does not own or have any interest in the contract unit.
- kk. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- ll. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

2. Prohibition of Discrimination. In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations.

- a. The owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status, or disability in connection with the HAP contract. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.
- c. Violence Against Women Act. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.

Owner's Breach of HAP Contract

- d. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
 - (4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.
 - (5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.
- e. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- f. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- g. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- h. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- i. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a

waiver of the right to exercise that or any other right or remedy at any time.

3. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

Exclusion of Third Party Rights

- d. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.
- e. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- f. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- g. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

Conflict of Interest

- h. "Covered individual" means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
 - (2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.

- i. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- j. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- k. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- l. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- m. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- n. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

Assignment of the HAP Contract

- o. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- p. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- q. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- r. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- s. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

t. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):

- (1) Has violated obligations under a housing assistance payments contract under Section 8;
- (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
- (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
- (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
- (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;
 - (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
 - (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
 - (d) Is drug-related criminal activity or violent criminal activity;
- (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
- (7) Has not paid State or local real estate taxes, fines or assessments.

u. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

b The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

Foreclosure. In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants.

4. Written Notices Any notice by the PHA or the owner in connection with this contract must be in writing.

Entire Agreement: Interpretation

a. The HAP contract contains the entire agreement between the owner and the PHA.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

- (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the
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standard practice for the building concerned as established by the owner.

b. **Utilities and appliances**

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. **Criminal activity or alcohol abuse.**

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health, or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from

which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. **Other good cause for termination of tenancy**

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:

- (a) Will occupy the unit as a primary residence; and
- (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants.

9. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking.

- a. Purpose: This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. Conflict with other Provisions: In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual”, “bifurcate”, “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

(including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

i. Actual and Imminent Threats:

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
- (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).

- j. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

- k. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
- (2) Establish eligibility under another covered housing program; or
- (3) Find alternative housing.

1. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.

- m. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.

- (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
- (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the

90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. 24 CFR 982.354

n. **Confidentiality.**

- (1) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (2) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (3) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

10. Eviction by court action

The owner may only evict the tenant by a court action.

11. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

12. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

13. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

14. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

15. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

16. Prohibition of Discrimination

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status or disability in connection with the lease. Eligibility for HUD’s programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

17. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant’s family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

18. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.

PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

19. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

20. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

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- c. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days

TENANT LEASE

Section 8 Tenant-Based Assistance Housing Choice Voucher Program

This lease is in three parts: Part A contains required lease information. Part B consists of the HUD 52641-A Tenancy Addendum, and Part C contains additional lease provisions.

Part A: Lease Information

Contract Unit

Owner

Initial Term: The initial term of lease must be at least one year unless a shorter term is approved by the PHA.

The initial term begins on The

initial term ends on

Following the initial term of the lease, the lease will be renewed automatically on a month-to-month basis until:

termination of the lease by the owner in accordance with this lease;
termination of the lease by the tenant in accordance with this lease;
mutual agreement between the owner and tenant to terminate the lease during the term of the lease;
termination of the Housing Assistance Payments Contract by the PHA;
termination of the tenant family's assistance by the PHA.

Household Members: (Enter the full names of all family members)

The family must promptly inform the PHA of the birth, adoption, or court-awarded custody of a child. No other person may reside in the unit without prior written approval by the Owner and the PHA.

TENANT LEASE (continued)

Rent to Owner (total monthly rent): **\$0.00**

Housing Assistance Payment to Owner: \$0.00

Tenant Rent to Owner: **\$0.00**

Utility Reimbursement to Tenant: \$0.00

The total rent to owner is the initial rent for this unit. The housing assistance payment to owner shall be payable by the Public Housing Agency (PHA) as housing assistance payments on behalf of the tenant.

The tenant rent to owner shall be payable by the tenant directly to the Owner.

The amount of the rent to owner is subject to change after the initial term of the lease upon agreement by the owner and tenant. The owner must give the PHA 60 calendar days written notice before commencement of any change in rent. The notice shall state the new rental amount and the date the new rental amount will be effective. Changes in rent shall be subject to the PHA'S rent reasonableness requirements.

The amount of tenant rent is subject to change during the term of the lease. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and owner.

Penalties for Late Payment of Tenant Rent: The tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease. Such late charge shall be in addition to the usual monthly rent and will apply if tenant rent is unpaid on the day of the month.

Security Deposit: The tenant has deposited _____ with the owner as a security deposit. The amount of the security deposit does not exceed one (1) month's contract rent.

Pets: No pets unless the tenant receives written permission from the Owner.

Utilities and Appliances: The owner shall provide for or pay for the utilities and appliances as indicated below by an "0" WITHOUT ANY ADDITIONAL CHARGE TO THE TENANT. The tenant shall provide or pay for the utilities and appliances as indicated below by a "T."

Item	Type	Paid by	Provided by
Heating	Cooking	Other	
Electric			
Water	Heating	Water	
Sewer			
Trash Collection	Range		
Refrigerator			

The owner shall provide the following additional appliances for the dwelling unit. (If none, specify no additional appliances are provided.)

Maintenance and Services:

Extermination: The Owner shall provide extermination services on an as needed basis.

Lease termination or move-out by the family: The tenant may terminate the lease without cause at any time after the initial term of the lease by giving a 30 calendar day written notice to the Owner. The notice needs to be given at the beginning of the month. The tenant must notify the PHA and the Owner before moving out of the unit.

SIGNATURES:

TENANT _____ Date _____
Signature of Head of Household

_____ Date _____
(Household member 18 yrs. of age and older)

_____ Date _____
(Household member 18 yrs. of age and older)

_____ Date _____
(Household member 18 yrs. of age and older)

_____ Date _____
(Household member 18 yrs. of age and older)

OWNER _____ Date _____
Signature of Owner

OWNER _____ Date _____
Signature of Owner

TENANCY ADDENDUM
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program
(To be attached to Tenant Lease)

U.S. Department of Housing and
Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
exp. 04/30/2026

OMB Burden Statement. The public reporting burden for this information collection is estimated to be up to 0.5 hours, including the time for reading the contract. No information is collected on this form. The form is required to establish contract terms between the participant family and owner and is required to be an addendum to the lease (24 CFR § 982.308(f)). Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, U.S. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

Lease

- c. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- d. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

Use of Contract Unit

- e. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- f. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- g. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- h. The tenant may not sublease or let the unit.
- i. The tenant may not assign the lease or transfer the unit.

Rent to Owner

- j. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- k. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- l. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

- (2) Rent charged by the owner for comparable unassisted units in the premises.

Family Payment to Owner

- m. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- n. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- o. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- p. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- q. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- r. The owner must immediately return any excess rent payment to the tenant.

Other Fees and Charges

- s. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- t. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- u. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

Maintenance, Utilities, and Other Services

- v. **Maintenance**
 - (1) The owner must maintain the unit and premises in accordance with the HQS.
 - (2) Maintenance and replacement (including redecoration) must be in accordance with the

standard practice for the building concerned as established by the owner.

w. **Utilities and appliances**

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

x. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

y. **Housing services.** The owner must provide all housing services as agreed to in the lease.

Termination of Tenancy by Owner

z. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

aa. **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

bb. **Criminal activity or alcohol abuse**

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.
- (2) The owner may terminate the tenancy during the term of the lease if any member of the household is:
 - (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place

from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

- (3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
- (4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

cc. **Other good cause for termination of tenancy**

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner:
 - (a) Will occupy the unit as a primary residence; and
 - (b) Has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or additional protections for tenants.

2. Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- a. **Purpose:** This section incorporates the protections for victims of domestic violence, dating violence, sexual assault, or stalking in accordance with subtitle N of the Violence Against Women Act of 1994, as amended (codified as amended at 42 U.S.C. 14043e et seq.) (VAWA) and implementing regulations at 24 CFR part 5, subpart L.
- b. **Conflict with other Provisions:** In the event of any conflict between this provision and any other provisions included in Part C of the HAP contract, this provision shall prevail.
- c. **Effect on Other Protections:** Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.
- d. **Definition:** As used in this Section, the terms “actual and imminent threat,” “affiliated individual,” “bifurcate,” “dating violence,” “domestic violence,” “sexual assault,” and “stalking” are defined in HUD’s regulations at 24 CFR part 5, subpart L. The terms “Household” and “Other Person Under the Tenant’s Control” are defined at 24 CFR part 5, subpart A.
- e. **VAWA Notice and Certification Form:** The PHA shall provide the tenant with the “Notice of Occupancy Rights under VAWA and the certification form described under 24 CFR 5.2005(a)(1) and (2).
- f. **Protection for victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking:**
 - (1) The landlord or the PHA will not deny admission to, deny assistance under, terminate from participation in, or evict the Tenant on the basis of or as a direct result of the fact that the Tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the Tenant otherwise qualifies for admission, assistance, participation, or occupancy. 24 CFR 5.2005(b)(1).
 - (2) The tenant shall not be denied tenancy or occupancy rights solely on the basis of criminal activity engaged in by a member of the Tenant’s Household or any guest or Other Person Under the Tenant’s Control, if the criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking, and the Tenant or an Affiliated Individual of the Tenant is the victim or the threatened victim of domestic violence, dating violence, sexual assault, or stalking. 24 CFR 5.2005(b)(2).
 - (3) An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as serious or repeated violations of the lease by the victim or threatened victim of the incident. Nor shall it not be construed as other “good cause” for termination of the lease, tenancy, or occupancy rights of such a victim or threatened victim. 24 CFR 5.2005(c)(1) and (c)(2).
- g. **Compliance with Court Orders:** Nothing in this Addendum will limit the authority of the landlord, when notified by a court order, to comply with the court order with respect to the rights of access or control of property

(including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking) or with respect to the distribution or possession of property among members of the Tenant’s Household. 24 CFR 5.2005(d)(1).

- h. **Violations Not Premised on Domestic Violence, Dating Violence, Sexual Assault, or Stalking:** Nothing in this section shall be construed to limit any otherwise available authority of the Landlord to evict or the public housing authority to terminate the assistance of a Tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking that is in question against the Tenant or an Affiliated Individual of the Tenant. However, the Landlord or the PHA will not subject the tenant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, to a more demanding standard than other tenants in determining whether to evict or terminate assistance. 24 CFR 5.2005(d)(2).

Actual and Imminent Threats:

- (1) Nothing in this section will be construed to limit the authority of the Landlord to evict the Tenant if the Landlord can demonstrate that an “actual and imminent threat” to other tenants or those employed at or providing service to the property would be present if the Tenant or lawful occupant is not evicted. In this context, words, gestures, actions, or other indicators will be construed as an actual and imminent threat if they meet the following standards for an actual and imminent threat: “Actual and imminent threat” refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. 24 CFR 5.2005(d)(3).
 - (2) If an actual and imminent threat is demonstrated, eviction should be used only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence, developing other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. 24 CFR 5.2005(d)(4).
- ii. **Emergency Transfer:** A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with the PHA’s emergency transfer plan. 24 CFR 5.2005(e). The PHA’s emergency transfer plan must be made available upon request, and incorporate strict confidentiality measures to ensure that the PHA does not disclose a tenant’s dwelling unit location to a person who committed or threatened to commit an act of domestic violence, dating violence, sexual assault, or stalking against the tenant;

For transfers in which the tenant would not be considered a new applicant, the PHA must ensure that a request for an

emergency transfer receives, at a minimum, any applicable additional priority that is already provided to other types of emergency transfer requests. For transfers in which the tenant would be considered a new applicant, the plan must include policies for assisting a tenant with this transfer.

- iii. **Bifurcation:** Subject to any lease termination requirements or procedures prescribed by Federal, State, or local law, if any member of the Tenant's Household engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, the Landlord may "bifurcate" the Lease, or remove that Household member from the Lease, without regard to whether that Household member is a signatory to the Lease, in order to evict, remove, or terminate the occupancy rights of that Household member without evicting, removing, or otherwise penalizing the victim of the criminal activity who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program. 24 CFR 5.2009(a).

If the Landlord bifurcates the Lease to evict, remove, or terminate assistance to a household member, and that household member is the sole tenant eligible to receive assistance, the landlord shall provide any remaining tenants or residents a period of 30 calendar days from the date of bifurcation of the lease to:

- (1) Establish eligibility for the same covered housing program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
 - (2) Establish eligibility under another covered housing program; or
 - (3) Find alternative housing.
- iv. **Family Break-up:** If the family break-up results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. 24 CFR 982.315.
 - v. **Move with Continued Assistance:** The public housing agency may not terminate assistance to a family or member of the family that moves out of a unit in violation of the lease, with or without prior notification to the public housing agency if such a move occurred to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking; and who reasonably believed they were imminently threatened by harm from further violence if they remained in the dwelling unit, or if any family member has been the victim of sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move.
 - (1) The move is needed to protect the health or safety of the family or family member who is or has been a victim of domestic violence dating violence, sexual assault or stalking; and
 - (2) The family or member of the family reasonably believes that he or she was threatened with imminent harm from further violence if he or she remained in the dwelling unit. However, any family member that has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move or request to move is not required to believe that he or she was threatened with imminent harm from

further violence if he or she remained in the dwelling unit. 24 CFR 982.354.

Confidentiality.

- (3) The Landlord shall maintain in strict confidence any information the Tenant (or someone acting on behalf of the Tenant) submits to the Landlord concerning incidents of domestic violence, dating violence, sexual assault or stalking, including the fact that the tenant is a victim of domestic violence, dating violence, sexual assault, or stalking.
- (4) The Landlord shall not allow any individual administering assistance on its behalf, or any persons within its employ, to have access to confidential information unless explicitly authorized by the Landlord for reasons that specifically call for these individuals to have access to the information pursuant to applicable Federal, State, or local law.
- (5) The Landlord shall not enter confidential information into any shared database or disclose such information to any other entity or individual, except to the extent that the disclosure is requested or consented to in writing by the individual in a time-limited release; required for use in an eviction proceeding; or is required by applicable law.

Eviction by court action

The owner may only evict the tenant by a court action.

Owner notice of grounds

- i. At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- j. The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- k. Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

Security Deposit

- l. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- m. When the family moves out of the contract unit, the owner, subject to State and local law, may use the

security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- n. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- o. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

Prohibition of Discrimination

In accordance with applicable nondiscrimination and equal opportunity laws, statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex (including sexual orientation and gender identity), national origin, age, familial status or disability in connection with the lease. Eligibility for HUD's programs must be made without regard to actual or perceived sexual orientation, gender identity, or marital status.

Conflict with Other Provisions of Lease

- p. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- q. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

Changes in Lease or Rent

- r. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- s. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- t. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- u. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days

before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

NSPIRE HCV/PBV INSPECTION CHECKLIST

PHA:	Address of Unit:
Family Identifier:	Owner:
Any children under 6 reside or expected to reside in the unit? (Y/N):	Owner Contact Information:
Inspector:	Housing Type:
Date of Inspection:	Year Constructed:
Type of Inspection:	Number of Bedrooms:

Summary Decision on Unit (Pass/Fail): *Affirmative Habitability Requirement per 24 CFR 5.703(d) and NSPIRE Final Rule	Health & Safety Designation	Correction Timeframe (P/F)
	LT	Life-Threatening - 24 Hours (Fail)
	S	Severe - 30 Days (Fail)
	M	Moderate - 30 Days (Fail)

*Affirmative Habitability Requirement per 24 CFR 5.703(d) and NSPIRE Final Rule

Mark all that apply:

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Address and Signage	Address, signage, or building identification codes are broken, illegible, or not visible.	<input type="checkbox"/>	<input type="checkbox"/>	M <input type="checkbox"/>	
Bathtub and Shower	Only 1 bathtub or shower is present and it is inoperable or does not drain.	S <input type="checkbox"/>	L <input type="checkbox"/>	<input type="checkbox"/>	
	A bathtub or shower is inoperable or does not drain and at least 1 bathtub or shower is present elsewhere that is operational.	M <input type="checkbox"/>	L <input type="checkbox"/>	<input type="checkbox"/>	
	Bathtub component or shower component is damaged, inoperable, or missing such that it may limit the resident's ability to maintain personal hygiene.	M <input type="checkbox"/>	L <input type="checkbox"/>	<input type="checkbox"/>	
	Bathtub component or shower component is damaged, inoperable, or missing and it does not limit the resident's ability to maintain personal hygiene.	L <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Bathtub or shower cannot be used in private.*	*M <input type="checkbox"/>	M <input type="checkbox"/>	<input type="checkbox"/>	
Cabinet and Storage	Food storage space is not present.*	*M <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Storage component is damaged, inoperable, or missing.	M <input type="checkbox"/>	L <input type="checkbox"/>	<input type="checkbox"/>	
Call-For-Aid System	System is blocked, or pull cord is higher than 6 inches off the floor.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	<input type="checkbox"/>	
	System does not function properly.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	<input type="checkbox"/>	
Carbon Monoxide	Carbon monoxide alarm is missing, not installed, or not installed in a proper location.*	LT <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Carbon monoxide alarm is obstructed.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	<input type="checkbox"/>	
	Carbon monoxide alarm does not produce an audio or visual alarm when tested.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	<input type="checkbox"/>	
Ceiling	Ceiling has an unstable surface.	M <input type="checkbox"/>	M <input type="checkbox"/>	<input type="checkbox"/>	
	Ceiling has a hole.	M <input type="checkbox"/>	M <input type="checkbox"/>	<input type="checkbox"/>	
	Ceiling component(s) is not functionally adequate.	S <input type="checkbox"/>	S <input type="checkbox"/>	<input type="checkbox"/>	
Chimney	A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete or damaged such that it may not safely contain fire and convey smoke and combustion gases to the exterior.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Chimney exhibits signs of structural failure.	<input type="checkbox"/>	<input type="checkbox"/>	LT <input type="checkbox"/>	

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Clothes Dryer Exhaust Ventilation	Electric dryer transition duct is detached or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Gas dryer transition duct is detached or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Electric dryer exhaust ventilation system has restricted airflow.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Dryer transition duct is constructed of unsuitable material.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Gas dryer exhaust ventilation system has restricted airflow.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Exterior dryer vent cover, cap, or a component thereof is missing.			L <input type="checkbox"/>	
Cooking Appliance	Cooking range, cooktop, or oven does not ignite or produce heat.	S <input type="checkbox"/>	L <input type="checkbox"/>		
	Cooking range, cooktop, or oven component is damaged or missing such that the device is unsafe for use.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Primary cooking appliance is missing.*	*M <input type="checkbox"/>			
	A microwave is the primary cooking appliance and it is damaged.	S <input type="checkbox"/>			
	A burner does not produce heat, but at least 1 other burner is present on the cooking range or cooktop and does produce heat.	M <input type="checkbox"/>	M <input type="checkbox"/>		
Door - Entry	Entry door will not open.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door will not close.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door self-closing mechanism is damaged, inoperable, or missing.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Hole, split, or crack that penetrates completely through entry door.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door is missing.	LT <input type="checkbox"/>	S <input type="checkbox"/>		
	Entry door surface is delaminated or separated.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door frame, threshold, or trim is damaged or missing.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door seal, gasket, or stripping is damaged, inoperable, or missing.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Entry door component is damaged, inoperable, or missing and it does not limit the door's ability to provide privacy or protection from weather or infestation.	L <input type="checkbox"/>	L <input type="checkbox"/>		
	Entry door cannot be secured.	S <input type="checkbox"/>	M <input type="checkbox"/>		
Door - Fire	Fire labeled door does not open.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Fire labeled door does not close and latch or the self-closing hardware is damaged or missing such that the door does not self-close and latch.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Fire labeled door assembly has a hole of any size or is damaged such that its integrity may be compromised.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Fire labeled door seal or gasket is damaged or missing.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	An object is present that may prevent the fire labeled door from closing and latching or self-closing and latching.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Fire labeled door cannot be secured.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Fire labeled door is missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
Door - General	A passage door does not open.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	A passage door component is damaged, inoperable, or missing and the door is not functionally adequate.	L <input type="checkbox"/>	L <input type="checkbox"/>		
	A door that is not intended to permit access between rooms has a damaged, inoperable, or missing	L <input type="checkbox"/>			
	An exterior door component is damaged, inoperable, or missing.			M <input type="checkbox"/>	

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Drain	Drain is fully blocked.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Egress	Obstructed means of egress.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Sleeping room is located on the 3rd floor or below and has an obstructed rescue opening.	LT <input type="checkbox"/>			
	Fire escape access is obstructed.	LT <input type="checkbox"/>			
Electrical - Conductor, Outlet, and Switch	Outlet or switch is damaged.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Testing indicates a three-pronged outlet is not properly wired or grounded.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	Outlet does not have visible damage and testing indicates it is not energized.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	Exposed electrical conductor.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Water is currently in contact with an electrical conductor.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
Electrical - GFCI/AFCI	GFCI outlet or GFCI breaker is not visibly damaged and the test or reset button is inoperable.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	AFCI outlet or AFCI breaker is not visibly damaged and the test or reset button is inoperable.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	An unprotected outlet is present within six feet of a water source.*	*S <input type="checkbox"/>	*S <input type="checkbox"/>	*S <input type="checkbox"/>	
Electrical - Service Panel	Electrical service panel is not readily accessible.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	The overcurrent protection device is damaged.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	The overcurrent protection device is contaminated.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
Elevator	Elevator is inoperable.		M <input type="checkbox"/>		
	Elevator door does not fully open and close.		M <input type="checkbox"/>		
	Elevator cab is not level with the floor.		M <input type="checkbox"/>		
	Safety edge device has malfunctioned or is inoperable.		M <input type="checkbox"/>		
Exit Sign	Exit sign is damaged, missing, obstructed, or not adequately illuminated.		LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Fence and Gate	Fence component is missing.			M <input type="checkbox"/>	
	Gate does not open, close, latch, or lock.			M <input type="checkbox"/>	
	Fence demonstrates signs of collapse.			M <input type="checkbox"/>	
Fire Escape	Fire escape component is damaged or missing.			LT <input type="checkbox"/>	
Fire Extinguisher	Fire extinguisher pressure gauge reads over or under-charged.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Fire extinguisher service tag is missing, illegible, or expired.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Fire extinguisher is damaged or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Flammable and Combustible Item	Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal comfort or a fuel-burning water heater. OR Improperly stored chemicals.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Floor	Floor substrate is exposed.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Floor component(s) is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>		
Food Preparation	Food preparation area is not present.*	*M <input type="checkbox"/>			
	Food preparation area is damaged or is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>		

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Foundation	Foundation is cracked.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Foundation has exposed rebar or foundation is spalling, flaking, or chipping.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Foundation is infiltrated by water.	M <input type="checkbox"/>	M <input type="checkbox"/>	<input type="checkbox"/>	
	Foundation support post, column, beam, or girder is damaged.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Foundation vent cover is missing or damaged.	<input type="checkbox"/>	<input type="checkbox"/>	M <input type="checkbox"/>	
Garage Door	Garage door has a hole.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Garage door does not open, close, or remain open or closed.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Guardrail	Grab bar is not secure.	M <input type="checkbox"/>	M <input type="checkbox"/>	<input type="checkbox"/>	
	Guardrail is missing or not installed.*	*LT <input type="checkbox"/>	*LT <input type="checkbox"/>	*LT <input type="checkbox"/>	
	Guardrail is not functionally adequate.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Handrail	Handrail is missing.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Handrail is not secure.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Handrail is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Handrail is not installed where required.	<input type="checkbox"/>	L <input type="checkbox"/>	L <input type="checkbox"/>	
HVAC	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is not working or the permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.*	*LT <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is working and the interior temperature is 64 to 67.9 degrees Fahrenheit.*	*S <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Air conditioning system or device is not operational.	M <input type="checkbox"/>	L <input type="checkbox"/>	<input type="checkbox"/>	
	Unvented space heater that burns gas, oil, or kerosene is present.*	*LT <input type="checkbox"/>	*LT <input type="checkbox"/>	<input type="checkbox"/>	
	Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	<input type="checkbox"/>	
	Heating system or device safety shield is damaged or missing.	S <input type="checkbox"/>	S <input type="checkbox"/>	<input type="checkbox"/>	
	The inspection date is on or between April 1 and September 30 and a permanently installed heating source is damaged, inoperable, missing, or not installed.*	*M <input type="checkbox"/>	*M <input type="checkbox"/>	<input type="checkbox"/>	
	Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly connected, damaged, or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
The inspection date is on or between October 1 and March 31 and the permanently installed heating source is inoperable.	<input type="checkbox"/>	M <input type="checkbox"/>	<input type="checkbox"/>		
Infestation	Evidence of cockroaches.	M <input type="checkbox"/>	M <input type="checkbox"/>	<input type="checkbox"/>	
	Extensive cockroach infestation.	S <input type="checkbox"/>	M <input type="checkbox"/>	<input type="checkbox"/>	
	Evidence of bedbugs.	M <input type="checkbox"/>	M <input type="checkbox"/>	<input type="checkbox"/>	
	Extensive bedbug infestation.	S <input type="checkbox"/>	M <input type="checkbox"/>	<input type="checkbox"/>	
	Evidence of mice.	M <input type="checkbox"/>	M <input type="checkbox"/>	<input type="checkbox"/>	
	Extensive mouse infestation.	S <input type="checkbox"/>	M <input type="checkbox"/>	<input type="checkbox"/>	
	Evidence of rats.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Extensive rat infestation.	S <input type="checkbox"/>	S <input type="checkbox"/>	<input type="checkbox"/>	
Evidence of other pests.	M <input type="checkbox"/>	M <input type="checkbox"/>	<input type="checkbox"/>		

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Leak - Gas/Oil	Natural gas, propane, or oil leak.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Leak - Sewage	Blocked sewage system.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	Leak in sewage system.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	Cap to the cleanout or pump cover is detached or missing.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Cleanout cap or riser is damaged.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Leak - Water	Environmental water intrusion.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Plumbing leak.	M <input type="checkbox"/>	M <input type="checkbox"/>	L <input type="checkbox"/>	
	Fluid is leaking from the sprinkler assembly.	M <input type="checkbox"/>	M <input type="checkbox"/>	L <input type="checkbox"/>	
Lighting - Auxiliary	Auxiliary lighting is damaged, missing, or fails to illuminate when tested.		S <input type="checkbox"/>	S <input type="checkbox"/>	
Lighting - Exterior	A permanently installed light fixture is damaged, inoperable, missing, or not secure.			M <input type="checkbox"/>	
Lighting - Interior	A permanently installed light fixture is inoperable.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	A permanently installed light fixture is not secure.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	At least one (1) permanently installed light fixture is not present in the kitchen and bathroom.*	*M <input type="checkbox"/>	*M <input type="checkbox"/>		
Litter	Litter is accumulated in an undesignated area.		M <input type="checkbox"/>	L <input type="checkbox"/>	
Minimum Electrical and Lighting	At least two (2) working outlets are not present within each habitable room. OR At least one (1) working outlet and one (1) permanently installed light fixture is not present within each habitable room.*	*M <input type="checkbox"/>			
Mold-Like Substance	Presence of mold-like substance at moderate levels is observed visually.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Presence of mold-like substance at high levels is observed visually.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Presence of mold-like substance at extremely high levels is observed visually.	LT <input type="checkbox"/>	S <input type="checkbox"/>		
	Elevated moisture level.	M <input type="checkbox"/>	L <input type="checkbox"/>		
Parking Lot	Parking lot has any one pothole that is 4 inches deep and 1 square foot or greater.			M <input type="checkbox"/>	
	Parking lot has ponding.			M <input type="checkbox"/>	
Potential Lead-Based Paint Hazards - Visual Assessment	Paint in a Unit or Inside the target property is deteriorated – below the level required for lead-safe work practices by a lead-certified firm or for passing clearance.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Paint in a Unit or Inside the target property is deteriorated – above the level required for lead-safe work practices by a lead-certified firm and passing clearance.	S <input type="checkbox"/>	S <input type="checkbox"/>		
	Paint Outside on a target property is deteriorated – below the level required for lead-safe work practices by a lead-certified firm or for passing clearance.			M <input type="checkbox"/>	
	Paint Outside on a target property is deteriorated – above the level required for lead-safe work practices by a lead-certified firm and passing clearance.			S <input type="checkbox"/>	
Private Roads and Driveways	Road or driveway access to the property is blocked or impassable for vehicles.			S <input type="checkbox"/>	
	Road or driveway has any one pothole that is 4 inches deep and 1 square foot or greater.			M <input type="checkbox"/>	
Refrigerator	Refrigerator is inoperable such that it may be unable to safely and adequately store food.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Refrigerator component is damaged such that it impacts functionality.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Refrigerator is missing.*	*M <input type="checkbox"/>			

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Retaining Wall	Retaining wall is leaning away from the fill side.			M <input type="checkbox"/>	
	Retaining wall is partially or completely collapsed.			M <input type="checkbox"/>	
Roof Assembly	Restricted flow of water from a roof drain, gutter, or downspout.			M <input type="checkbox"/>	
	Gutter component is damaged, missing, or unfixed.			M <input type="checkbox"/>	
	Roof surface has standing water.			M <input type="checkbox"/>	
	Substrate is exposed.			M <input type="checkbox"/>	
	Roof assembly has a hole.			M <input type="checkbox"/>	
	Roof assembly is damaged.			M <input type="checkbox"/>	
Sharp Edges	A sharp edge that can result in a cut or puncture hazard is present.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
Sidewalk, Walkway, Ramp	Sidewalk, walkway, or ramp is blocked or impassable.			M <input type="checkbox"/>	
	Sidewalk, walkway, or ramp is not functionally adequate.			M <input type="checkbox"/>	
Sink	Sink or sink component is damaged or missing and the sink is not functionally adequate.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Water is directed outside of the basin.	L <input type="checkbox"/>	L <input type="checkbox"/>		
	Sink is not draining.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Sink is improperly installed, pulling away from the wall, leaning, or there are gaps between the sink and wall.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Sink component is damaged or missing and the sink is functionally adequate.	L <input type="checkbox"/>	L <input type="checkbox"/>		
	Cannot activate or deactivate hot and cold water.*	*M <input type="checkbox"/>	M <input type="checkbox"/>		
	Sink is missing or not installed within the primary kitchen.*	*M <input type="checkbox"/>			
Site Drainage	Water runoff is unable to flow through the site drainage system.			L <input type="checkbox"/>	
	Erosion is present.			L <input type="checkbox"/>	
	Grate is not secure or does not cover the site drainage system's collection point.			M <input type="checkbox"/>	
Smoke Alarm	Smoke alarm is not installed where required.*	*LT <input type="checkbox"/>	*LT <input type="checkbox"/>		
	Smoke alarm is obstructed.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Smoke alarm does not produce an audio or visual alarm when tested.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
Sprinkler Assembly	Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance.	LT <input type="checkbox"/>	LT <input type="checkbox"/>		
	Sprinkler assembly has evidence of corrosion.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Sprinkler assembly has evidence of foreign material that is detrimental to performance.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Stairs	Tread is missing or damaged.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Stringer is damaged.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Steps and Stairs	Step or stair is not functionally adequate.			M <input type="checkbox"/>	
Structure	Structural system exhibits signs of serious failure.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	

Area	Deficiency Description	Unit	Inside	Outside	Inspector Comments
Toilet	Only 1 toilet was installed, and it is missing.	LT <input type="checkbox"/>	M <input type="checkbox"/>		
	A toilet is missing and at least 1 toilet is installed elsewhere that is operational.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Only 1 toilet was installed, and it is damaged or inoperable.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	A toilet is damaged or inoperable and at least 1 toilet is installed elsewhere that is operational.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Toilet component is damaged, inoperable, or missing such that it may limit the resident's ability to safely discharge human waste.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Toilet is not secured at the base.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Toilet component is damaged, inoperable, or missing and it does not limit the resident's ability to discharge human waste.	L <input type="checkbox"/>	L <input type="checkbox"/>		
	Toilet cannot be used in private.*	*M <input type="checkbox"/>	M <input type="checkbox"/>		
Trash Chute	Chute door does not open or self-close and latch.		M <input type="checkbox"/>		
	Chute is clogged.		M <input type="checkbox"/>		
Trip Hazard	Trip hazard on walking surface.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
Ventilation	Exhaust system does not respond to the control switch.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Exhaust system has restricted airflow.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Exhaust system component is damaged or missing.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Bathroom does not have proper ventilation or dehumidification.	M <input type="checkbox"/>	M <input type="checkbox"/>		
Wall - Exterior	Exterior wall covering has missing sections of at least 1 square foot per wall.			M <input type="checkbox"/>	
	Exterior wall has peeling paint of 10 square feet or more.			M <input type="checkbox"/>	
	Exterior wall component(s) is not functionally adequate.			M <input type="checkbox"/>	
Wall - Interior	Interior wall has a loose or detached surface covering.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Interior wall component(s) is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>		
	Interior wall has a hole that is greater than 2 inches in diameter or there is an accumulation of holes that are cumulatively greater than 6 inches by 6 inches.	M <input type="checkbox"/>	M <input type="checkbox"/>		
Water Heater	Temperature pressure relief (TPR) valve has an active leak or is obstructed or relief valve discharge piping is damaged, capped, has an upward slope, or is constructed of unsuitable material.	S <input type="checkbox"/>	S <input type="checkbox"/>	S <input type="checkbox"/>	
	No hot water.	S <input type="checkbox"/>	L <input type="checkbox"/>		
	The relief valve discharge piping is missing or terminates greater than 6 inches or less than 2 inches from waste receptor flood-level.	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	
	Chimney or flue piping is blocked, misaligned, or missing.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
	Gas shutoff valve is damaged, missing, or not installed.	LT <input type="checkbox"/>	LT <input type="checkbox"/>	LT <input type="checkbox"/>	
Window	Window will not open or stay open.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Window cannot be secured.	M <input type="checkbox"/>	L <input type="checkbox"/>		
	Window will not close.	S <input type="checkbox"/>	M <input type="checkbox"/>		
	Window component is damaged or missing and the window is not functionally adequate.	M <input type="checkbox"/>	M <input type="checkbox"/>		

Note: This checklist is not a standards form and is not required for use. The form or its data should not be submitted to HUD, and will not be collected or maintained by HUD. No PII data should be submitted, nor will it be collected.

The housing authority or owner is responsible for compliance with the HUD NSPIRE Standards per the NSPIRE Final Rule (88 FR 30442) and accompanying Federal Register Notices (88 FR 40832, 88 FR 66882).

Fayette County Housing Authority

NSPIRE Checklist

Revised 5/01/2024

Unit Exterior

- All porches or raised surfaces over 30" high must have a railing not less than 36" in height. The foundation, stairs, handrails, gutters, porches, and walkways are sound and free of hazards and deterioration.
- Porch steps must have a light for illumination.
- A 4" house number must be prominently displayed and visible from the street.
- The main electrical entrance cable is in good condition (NOT FRAYED), and a minimum 100 amp.
- There is a handrail for all steps (4 or more), including basement steps.
- There is a railing not less than 36" in height for all open stairwells (for ground level wall).
- The chimney and brickwork is free of loose bricks and mortar.
- The paint is not chipping, peeling, or cracking (including windows).
- MOBILE HOMES: Tie downs are attached and accessible to inspection.
- GFCI Receptacles are required on the front porches.
- All exterior entrances are required to have a 3' porch landing when exiting the house.
- Uninspected, unlicensed or uninsured vehicles are not permitted on HUD Subsidized Property.
- Mail Box to be in good condition.

Unit Interior

- Units must have working smoke detectors (one (1) on each floor used for living, including the basement). Two (2) smoke detectors for mobile homes. In addition, smoke detectors are required in all bedrooms. All Smoke and Carbon Monoxide detectors are required to be a 10 year sealed/Tamper free battery (or hardwired). Units with removable batteries are not acceptable.
- Carbon monoxide detectors are required on each level of the Unit.

- All plumbing and drains are free of leaks and/or clogs, and in working order.
- The furnace adequately heats all rooms, including the bathroom. The cold air return shall not be taken from closets, bathrooms, garages, or furnace rooms.
- Furnaces are required to have a clean filter, if designed to have one.
- Pressure relief valve discharge lines extend down within 2-6" of the floor or flood plain. Discharge line is to be the same size of the valve opening.
- The clothes dryer must be vented to the outside with a vent hood.
- Floors, ceilings, and walls are clean, in good condition, and free of chipping, peeling, and cracking paint (including woodwork).
- No keyed entrance door deadbolt locks. Deadbolt locks will be required to be finger type access locks.
- Housekeeping should be such that it does not cause a fire, safety, or health hazard.
- Window, door, ceiling, and floor trim work must be in good repair.
- The unit must have 4 square feet of floor to ceiling closet space for each permissible occupant.
- There are lights (operable from floor level) and handrails for interior stairs with 4 or more steps, and railing for all open stairways and unprotected heights of 30" or more.

Electrical Requirements

- All spliced wires are in a "J" Box and all "J" Boxes, outlets, and switches have face plates (Including basement and attic).
- Load center entrance boxes are required to have plastic spacers to fill empty spaces.
- 3-way switches are required for 2nd floor steps.
- No empty light sockets are permitted.
- Living room, dining room, and bedroom(s) are required to have receptacles (one on each wall recommended), but a minimum of 1 receptacle in the middle of 3 walls.
- All rooms are well lit and free from electrical hazards. All ceiling lights in habitable rooms must be controlled by a wall switch. No pull chains or cords.

- All receptacles near sinks (kitchen, bathroom and utility areas) must be GFI. Receptacles near bathtubs are not acceptable unless GFI protected.
- All outlets within 6 Feet of a water source need to be GFI or wired directly to breaker panel.

No electrical outlets in floors or face up on kitchen counter tops.

- 60-amp fuse panel must be converted to minimum 100-amp breaker system.

Bedrooms

- There must be enough bedrooms for your family size.
- Each bedroom has operable windows and a privacy door, and closet.

Kitchen

- All appliances are clean and working properly, including the oven/broiler.
- The floor covering (required) is free from tripping hazards.
- There is adequate space for food storage and preparation.
- The kitchen sink is required to have a trap and supply line shut-off valves.

Bathroom

- The bathroom must have a shower or tub. (Need not be in the same room as the commode).
- The sink, toilet, and tub/shower are operable, in good condition, and securely attached.
- There is an operable window or exhaust fan.
- The floor covering required is free from tripping hazards.
- There is a privacy door.
- The bathroom sink and tub have a trap.
- All bathrooms are required to have a GFCI Receptacle.

Basement

The foundation is sound and free of hazards (potential foundation collapse). No missing mortar, cracks, or holes to prevent infestation. (Cannot see daylight from inside).

General Requirements

- Windows must operate as designed.
- All windows must lock and be free from broken or cracked glass.
- All windows must be glazed and form a tight seal when closed. Glazing must be in good condition.
- Double-hung windows with pulleys present must have sash ropes connected, if possible.
- All exterior doors must lock and form a tight seal when closed. (At least one door must have a key lock so that the unit can be secured when you leave.)
- All floors with floor coverings are free from tripping hazards.
- Furnace and gas hot water heater vents are properly vented to run slightly upward. The water heater vent must be above the furnace vent.
- The unit is free of unvented heating sources. (Kerosene Heaters are not permitted under any condition).
- There will be a limit of 1 pet (dog or cat) per unit, and this must specifically be approved by the landlord, in writing.
- Ramps are recommended for disabled persons, such as wheelchairs and walkers. Special equipment such as visual smoke detectors shall be provided for the hearing impaired.
- Guard rails shall have no more than a 4" opening.



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are you planning to Buy or Rent a home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple steps to Protect your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil of shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

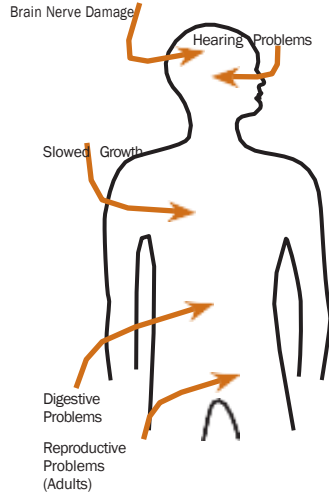
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and Joint Pain

Check your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally- owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and windowsills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, windowsills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bedtime.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing windowsills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state- certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, windowsills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing, or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination.
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy-duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 1650 Arch
Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics 61
Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard Chicago, IL
60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor Dallas, TX
75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska) Regional

Lead Contact
U.S. EPA Region 7 11201
Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street San
Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772

[cpsc.gov](https://www.cpsc.gov) or [saferproducts.gov](https://www.saferproducts.gov)

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698

[hud.gov/lead](https://www.hud.gov/lead)

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and childcare facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).